

AGREEMENT FOR CUSTODIAL SERVICES

	AGREEMENT FOR COSTODIAL SERVICES
municipa Building	This Agreement (the "Agreement") is made and entered into this the day of, 2008, by the City of Frisco, Texas (hereinafter called the "City"), a Texas al corporation, and Initial Building Maintenance Services, Inc., d/b/a International Service, a Texas corporation (hereinafter called the "Contractor").
	WITNESSETH:
Revised seeking of as may be	WHEREAS, City issued Competitive Sealed Bid No. 0806-061 for Custodial Services, 4/14/06-Competitive Sealed Bid No. 0806-061 and Addendums #1 and #2 thereto, competitive sealed Bids for custodial services within the City and to perform such work be incidental thereto, are attached hereto as Exhibit "A" and incorporated herein in its by reference for all purposes (collectively the "Bid Request"); and
the Bid I	WHEREAS, Contractor timely submitted a sealed bid to provide services in response to Request, which is attached hereto as Exhibit "B" and incorporated herein in its entirety ence for all purposes (the "Submittal"); and
Bid Requ	WHEREAS, City has selected Contractor to provide the custodial services sought in the uest.
covenant	NOW, THEREFORE, in consideration of the following mutual agreements and ts, it is understood and agreed by and between the parties hereto as follows:
1.	Scope of Services. The Contractor shall provide such services, equipment and supplies upon the terms and conditions set forth in the Agreement Documents and shall furnish all personnel, labor equipment, supplies and all other items necessary to provide all of the work as specified by the terms and conditions of the Agreement Documents. The City-owned buildings to be serviced and the date that the servicing of each building shall begin will be as set forth in the Bid Request or as later specified by the City in writing.
2.	Term. Performance of services by Contractor under this Agreement shall begin or
3.	Agreement Documents. The "Agreement Documents", as that term is used herein, shall include the following documents, and this Agreement does hereby expressly incorporate same herein as fully as if set forth verbatim in the Agreement:

- A. This Agreement;
- B. The Bid Request attached hereto as Exhibit "A"; and
- C. The Submittal attached hereto as Exhibit "B".

This Agreement shall incorporate the terms of the Bid Request in its entirety. To the extent that Exhibit "A", Exhibit "B" are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit "A", shall prevail in that order, followed by Exhibit "B".

4. Entire Agreement.

This Agreement contains the entire agreement of the parties with respect to the matters contained herein. All provisions of the Agreement Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to the Agreement Documents shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

5. Insurance.

The Contractor shall procure and keep in full force and effect throughout the term of this Agreement all of the insurance policies specified in, and required by, the Agreement Documents.

6. <u>Counterparts.</u>

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

7. Indemnity.

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES (INCLUDING DEATH) LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE THE CITY WILL NOT ACCEPT CONTRACTOR UNDER THIS AGREEMENT. LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS

AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT CONTRACTOR AND ITS EMPLOYEES RELATIONSHIP BETWEEN SUBCONTRACTORS AS RESULT OF THAT SUBCONTRACTOR'S A EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION. AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE. AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY OWNER IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CITY'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CITY'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. OWNER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF OWNER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

8. Consideration.

This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

9. Venue.

This Agreement shall be construed under and in accordance with the laws of the State of Texas and venue shall be in Collin County, Texas, where the services will be paid for.

10. Binding Effect.

This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

11. Ordinances.

Except as specifically provided in the Agreement Documents, the parties agree that

contractor shall be subject to all Ordinances of the City, whether now existing or in the future arising.

12. Authority to Execute.

The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

13. Assignment.

This Agreement may not be assigned.

14. Sovereign Immunity.

The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

15. Notice.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or b delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addresses. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: International Building Service

Attn: Paul T. Eaton, Director of Business Development

2356 Glenda Lane Dallas, Texas 75229

If to City, to:

City of Frisco

Attn: City Manager 6891 Main Street Frisco, Texas 75034

16. Severability.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

1	7	Representations.

Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

18. Miscellaneous Drafting Provisions.

This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

	e, the contracting parties, by our duly authorized agents, his the, 2008.
	City of Frisco, Texas a Texas municipality
	By: George Purefoy, City Manager
ATTEST:	APPROVED AS TO FORM:
Ron Patterson, Interim City Secretary	ABERNATHY, ROEDER, BOYD & JOPLIN, P.C. Claire E. Swann, City Attorney
	Initial Building Maintenance Services, Inc., d/b/a International Business Service a Texas corporation, By: Printed Name: KIMBERLY ROBERT Its: PRESIDENT

STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared George Purefoy, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for the City of Frisco, Texas and he executed said instrument for the purposes and consideration therein expressed.

expressed.
GIVEN UNDER MY HAND AND SEAL OF OFFICE this day, 2008.
Notary Public in and for the State of Texas My Commission Expires:
STATE OF TEXAS § SCOUNTY OF Dallas §
BEFORE ME, the undersigned authority, on this day personally appeared to the foregoing instrument; he/she acknowledged to me he/she is the duauthorized representative for Initial Building Maintenance Services, Inc., d/b/a Internation Building Service, and he/she executed said instrument for the purposes and consideration therein expressed.
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29 Haday September, 2008.
Notary Public in and for the State of Texas

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My Commission Expires: November 19, 20 12

November 19, 2012

Exhibit "A"

BID REQUEST



GENERAL INFORMATION CITY OF FRISCO, TEXAS

COMPETITIVE SEALED BID NO. 0806-061

ANNUAL CONTRACT FOR ONE (1) YEAR WITH FOUR (4) ADDITIONAL ONE (1)
YEAR PERIODS FOR CUSTODIAL SERVICES
FOR THE CITY OF FRISCO, TEXAS 75034

DOCUMENTS ARE DUE TO THE OFFICE OF THE PURCHASING MANAGER PRIOR TO:

JULY 22, 2008 @ 2:00PM NO LATE BIDS WILL BE ACCEPTED

ORIGINAL AND ONE COPY REQUIRED

MAY BE DELIVERED OR MAILED TO:

CITY OF FRISCO TOM JOHNSTON, PURCHASING MANAGER 6101 Frisco Square Blvd., FRISCO, TX 75034

MANDATORY SITE VISITS JULY 8TH
& JULY 10¹¹¹ AT 9:00 AM LEAVING
FROM CITY OF FRISCO CITY HALL
6101 Frisco Square Blvd.,
FRISCO, TX 75034
ROOM #C116

FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:

Tom Johnston C.P.M. Purchasing Manager tjohnston@friscotexas.gov 972 292 5540 Jean Stellatella Buyer <u>jstellatella@friscotexas.gov</u> 972 292 5541



CITY OF FRISCO

COMPETITIVE SEALED BEST VALUE BID NUMBER 0806-061 ANNUAL CONTRACT FOR CUSTODIAL SERVICES

BIDDER MUST SUBMIT ORIGINAL BID PLUS ONE "COPY" TO FACILITATE EVALUATION. IF A "COPY" IS NOT SUBMITTED WITH THE ORIGINAL, YOUR BID MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

The City of Frisco (the "City") is accepting Competitive Sealed Best Value Bids for an Annual Contract for one (1) year with four (4) additional one (1) year periods for Custodial Services.

MANDATORY SITE VISITS WILL BE CONDUCTED ON JULY 8, 2008 & JULY 10, 2008. BOTH SITE VISIT TOURS WILL BEGIN PROMPTLY AT 9:00 AM LEAVING FROM THE CITY OF FRISCO CITY HALL LOCATED AT 6101 FRISCO SQUARE BLVD., FRISCO, TEXAS 75034, ROOM #C116. POTENTIAL BIDDERS WILL BE REQUIRED TO REGISTER/SIGN IN AT THE BEGINNING OF THE SITE TOUR & SIGN OUT AT THE END OF THE SITE TOUR & VISIT ALL SITES. BIDS WILL NOT BE ACCEPTED FROM POTENTIAL BIDDERS WHO DO NOT ATTEND ONE OF THE TWO PLANNED MANDATORY SITE VISITS OR WHO LEAVE THE TOUR EARLY I.E., DO NOT VISIT ALL OF THE SITES. NO EXCEPTIONS WILL BE MADE. NO OTHER SITE VISITS WILL BE CONDUCTED OTHER THAN THE TWO PLANNED.

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

Bid must be received by July 22, 2008 at 2:00 PM BY THE PURCHASING MANAGER'S OFFICE. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE.

Bids will be publicly opened and read at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on July 22, 2008 at 2:05 PM.

Write the competitive sealed bid number 0806-061, name of bid, Annual Contract for Custodial Services, and the name of your organization on the outer envelope.

Bids are to be submitted in accordance with the attached City specifications and the "General Conditions of Bidding" attached hereto. Each bidder is required to fill in every blank; failure to do so may be used as a basis for rejection of a bid. The City reserves the right to reject any or all bids, to waive formalities, or to proceed otherwise when in the best interest of the City.

SEE ATTACHED SPECIFICATIONS/BID FORM

The successful bidder may be required to execute a written contract.

The City will have the right and option to extend the term of the contract for four (4) additional one (1) year periods upon the same terms and conditions. The City will also have the right and option to terminate the contract upon thirty (30) days written notice.

GENERAL CONDITIONS OF BIDDING

1. INSTRUCTIONS: These instructions apply to all bids/proposals and become a part of the terms and conditions of any bid/proposal submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by bidder when submitting bid.

BIDDING

- 2. FORM: <u>Bidders must submit original and one (1) copy of the sealed bid/written quote/proposal to the Purchasing Manager prior to response due date/time.</u> Failure to submit the additional copy may result in the bid being declared unresponsive to specification and may not be further evaluated.
- 3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
- 4. QUANTITIES: In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
- 5. ERROR-QUANTITY: Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
- 6. F.O.B./DAMAGE: Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
- 7. DELIVERY PROMISE-PENALTIES: Bids MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates.

 When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
- 8. BIDDER SHALL PROVIDE: With this bid response, the bidder shall provide all documentation required. Failure to provide this information may result in rejection of bid.
- 9. ALTERING/WITHDRAWAL OF BIDS: Bids cannot be altered or amended after submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No bid may be withdrawn after opening time without first submitting a written reason to the Purchasing Manager and obtaining the Purchasing Manager's approval.

- 10. PRESENTATION OF BIDS: No oral, telegraphic, telephonic, e-mailed, or facsimile bids will be considered at this time. All bids must be submitted in a sealed envelope.
- 11. CORRESPONDENCE: This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
- 12. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
- 13. LATE BIDS: Bids received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.
- 14. BID OPENINGS: All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and according to state law; all bids received will be available for inspection at that time, unless otherwise provided by law.

- 15. BID TABULATION: Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed stamped envelope with bid. <u>BID RESULTS WILL NOT BE GIVEN BY TELEPHONE</u>. You can also download a copy on our website, <u>www.friscotexas.gov</u>. If you have any questions, please contact the City of Frisco, Purchasing Division, at (972) 292-5541.
- 16. PROTESTS: All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Manager within in five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

17. BID AWARD: The City reserves the right to award a separate contract to separate bidders for each item/group or to award one contract for the entire bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City in compliance with Texas Local Government Code, Section 252.043.

18. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

PERFORMANCE

- 19. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
 - A. Have adequate financial resources or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and
 - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

- 20. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
- 21. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.
- 22. TESTING: An Manager so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
- 23. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
- 24. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".
- 25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
- 26. PATENT RIGHTS: The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

PURCHASE ORDERS AND PAYMENT

- 27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Purchasing Manager to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
- 28. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
- 29. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
- 30. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.
- 31. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the lowest responsible bidder.
- 32. INVOICES: Invoices must be submitted by the successful bidder in duplicate to the City of Frisco, Finance Division, 6101 Frisco Square Blvd., Frisco, Texas 75034.

CONTRACT

- 33. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
- 34. INTERLOCAL AGREEMENT: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County Governmental Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in the Forum.
- 35. AUDIT: The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.

- 36. SUCCESSFUL BIDDER SHALL: Defend, indemnify and save harmless the City and all its officers, Managers and employees and all entities, their officers, Managers and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any Manager, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
- 37. TERMINATION FOR DEFAULT: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.
- 38. ACCEPTABILITY: All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Purchasing Manager or designated representative.
- 39. REMEDIES: The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
- 40. VENUE: This contract will be governed and construed according to the laws of the State of Texas.

 This contract is performable in Collin County, Texas.
- 41. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
- 42. NO PROHIBITED INTEREST: The bidder acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services....."

43. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions. breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

44. DISCLOSURE OF CERTAIN RELATIONSHIPS

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.friscotexas.gov.

By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

- Name the City, its officers, Managers, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
- 2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
- 3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

<u>Insurance Company Qualification</u>: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

<u>Certificate of insurance</u>: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract

Special Events

Type and amount of Insurance

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages) Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

(If automobile or limousine service is involved even if volunteers)

Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)
Umbrella Coverage or Excess Liability Coverage of \$2
Million Dollars

Supplemental Information

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In ord 1.	er to make this determination, plo Address and phone number of	ease answer the following questi your principal place of business:	ons:
2.	Name and address of princip owner:	al place of business, and phor	e number of your company's majorit
3.	Name and address of princip parent company:	al place of business, and phor	 e number of your company's ultimate
		OMAN-OWNED BUSINESS PA	
It is t	the policy of the City of Frisc	o to involve small businesses	and qualified minority/women-owned
			s, equipment, services and constructions of the minority or woman-owned firms
	ould be utilizing in this bid, and n		o of the finitency of tremain extract finite
	NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

AFFIDAVIT OF NO PROHIBITED INTEREST

(Supplemental Information)

- (I) (WE), the undersigned declare and affirm that no person or officer in (my) (our) firm, business, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter.
- (I) (WE) further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor:	
Title of Officer:	
Signature of Contractor:	
Date:	
ACKNOWLEDGMENT	
STATE OF TEXAS *	
COUNTY OF COLLIN *	
BEFORE ME, the undersigned authority, on this day personally appear corporation, known to me to be the person whose name is subscribed to the foregoing instrand acknowledged to me that he executed the same as the act and deed of the purposes and consideration therein expressed and in the capacity therein stated.	ument
GIVEN under my hand and seal of office this the day of, 2008.	
Signature of Notary Public in and for the State of Texas STAMP	

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?	
1. Sole ProprietorshipYESNO2. PartnershipYESNO3. CorporationYESNO	
If company is a sole proprietorship, list the owner's full legal name:	
If company is a partnership, list the partner's full legal name(s):	
If company is a corporation, list the full legal name as listed on the corpora	te charter:
ls this firm a minority, or woman-owned business enterprise?	
NO YES If yes, specify () MBE () WBE	
Has this firm been certified as a minority/woman-owned business enter	orise by any governmenta
If yes, specify governmental agency:	
Date of certification:	

	CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entit	FORM CIQ
1	This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Name of person doing business with local governmental entity.	OFFICE USE ONLY Date Received
3	Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing at 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is 7th business day after the date the originally filed questionnaire becomes incomplete or inaccur. Name each employee or contractor of the local governmental entity who makes recomme government officer of the governmental entity with respect to expenditures of money AN business relationship.	pending and not later than the rate.) endations to a local

4	Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.			
	Adopted 11/02/20	05		

FORM CIQ

Page 2

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

5	Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.
	This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.
	A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? No
	B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? Yes No
	C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes No
	D. Describe each affiliation or business relationship.

¹ 6	
I D	
-	
Signature of person doing business with the governmental entity	
Signature of person going business with the governmental entity	Date
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Adopted 11/02/2005

BIDDER REMINDER LIST:
REQUESTED DOCUMENTATION INCLUDED?
ORIGINAL AND ONE (1) COPY INCLUDED?
ALL BLANKS COMPLETED ON THIS BID FORM?
COMPLETED COMPANY PROFILE/REFERENCES?
COMPLETED SIGNATURE?

BID TYPE & BID EVALUATION CRITERIA

This is a Competitive Sealed "Best Value" Bid for an Annual Contract for one (1) year with four (4) additional one (1) year periods for Custodial Services for the City of Frisco, Texas 75034. In determining the "Best Value" for the city, the city will consider the following criteria as allowed by Chapter 252 of the Local Government Code when selecting a contractor:

- 1) the reputation of the bidder and of the bidder's goods or services;
- 2) the bidder's past relationship with the city;
- 3) the purchase price;
- 4) the quality of the bidder's goods or services;
- 5) the bidder's list of references for custodial services contracts equal to the size and complexity of the City's requirements; and
- 6) the bidder's ability to meet the City's insurance requirements.

CONTRACTOR'S MINIMUM QUALIFICATIONS

Bidders must demonstrate that they have the resources and capability to provide cleaning services per the bid document.

Bidders must demonstrate that they are financially stable and that they have been a commercial provider of custodial services for at least three years.

Bidders must submit with their bid a list of at least three (3) current or past (within one (1) year) references which should include a contact name and telephone number for jobs/contracts in the Public and/or Private Sectors that are equal to the size (398,000 cleanable square feet), security, and complexity of the City of Frisco's requirements.

Bidders must be capable of and are required to submit criminal background checks on all employees performing this contract **prior to any work being performed.**

Bidders bid price shall be sufficient to pay all applicable Federal, State withholding, workmen's compensation, insurance and to comply with the current minimum wage.

CONTRACTOR'S MINIMUM QUALIFICATIONS CONTINUED

Bidders must submit with their bid a sample of their certificate of insurance. The potential awarded contractor must provide the city with their certificate of insurance, meeting all of the city's insurance requirements within five (5) working days of award notification. Failure to provide the city with a certificate of insurance, meeting all of the city's insurance requirements within five (5) working days of award notification may result in the city awarding the contract to another contractor.

FACILITIES AND HOURS OF CLEANING

The following table describes the location and hours allowable and expected for cleaning services:

FACILITY NAME	FACILITY ADDRESS	SQUARE FTG	FACILITY DESCRIPTION	Days per week	Hours to be cleaned
Central Fire/Safety Town	8601 Gary Burns	45,152	Central Fire Station, Fire Admin and Safety Town	Mon - Fri (see Note 1)	Between 5pm and 5am
City Hall/Library	6101 Frisco Square	128,598	City Hall, Library, County Tax Office	7 days/wk (see Note2)	Between 9pm and 5am
Fire Fleet Maintenance	8860 Tomlin	1,500	Fire Apparatus Maintenance Shop	Mon - Fri	Between 5pm and 5am
Frisco Athletic Center	5828 Nancy Jane	88,509	Recreation center	7 days/wk (see Note3)	Between 10pm and 5am
Heritage Museum	6455 Page	17,000	Museum	Tues - Sun	Between 10pm and 5am
Frisco Police Department	7200 Stonebrook	73,619	Frisco Police Department & Detention Center	7 days/wk (see Note4)	Between 10am and 7pm
Public Works Main Bldg. & Fleet Bldg.	11300 Research	20,595	Public Works Main Bldg. & Fleet Bldg.	Mon - Fri	Between 5pm and 5am
Senior Center	6670 Moore	17,645	Social Center/Meetings	Mon – Sat (see Note 1)	Between 11pm and 5am
Train Depot	6499 Page	4,500	Social Center/Meetings	On an as needed basis (see Note1)	On an as needed basis

Note1: Facility may be used for special events. Modified scheduling and/or additional services may be requested during the contract period.

<u>Note2:</u> City Hall hours for cleaning are between 5pm and 5am. Library hours for cleaning are between 9pm and 5am, 7days/wk. Cleaning activities in the Library will not commence until after the Library closes.

<u>Note3:</u> Frisco Athletic Center hours for deep cleaning are after 10pm and before 5am. Day cleaners (see Facility-Specific Issues, below) will be required between the following hours:

Mon – Fri: 5am through 10pm Saturdays: 8am through 8pm Sundays: 11am through 6pm

<u>Note4:</u> Frisco Police Department & Detention Center – The facility, whole or in part, must be vacated upon direction of Police Department Staff.

The contractor will also provide unit pricing for ad hoc/additional cleaning services. The contractor will also provide unit pricing for upholstery cleaning.

Facility-Specific Issues

1. Frisco Athletic Center (FAC)

Day cleaners - <u>Two (2) day cleaners (1 male, 1 female) and work during hours described above.</u>

Day cleaners are to concentrate their cleaning activities on the following areas:

- Restrooms (service at least once per every two (2) hours)
- · Common area trash and recycling receptacles
- Locker Rooms and Showers (service at least once per every two (2) hours)
- Common areas (e.g. hallways, stairs and lobby) and front entry (including glass surfaces), between doors and curb
- Fitness Studios (twice daily and as requested by FAC Staff)
- Wipe down stainless steel surfaces in Natatorium (using suitable stainless steel cleaner)
- Fun Club (during hours when children are not present and as requested by FAC Staff)

Daily traffic, including employees & patrons, during non-summer months (September through late May) averages approximately 1,850 people per day.

Daily traffic, including employees & patrons, during summer months (late May through late August) averages approximately 3,000 people per day.

Night cleaners are to focus their attention on offices, the teen activity room, "The Zone", and classrooms (or as directed by FAC Staff).

2. Frisco Police Department & Detention Center

This is a secure facility. In addition to requirements delineated in PERSONNEL and SAFETY & SECURITY below, every crew member working in this facility must pass a City-administered background investigation before they will be allowed to work in the facility. They will be issued a City of Frisco photo ID card. This card, and any keys to the facility, will be left at the facility at the end of work. No ID cards or keys are to leave the facility, except to pickup trash at the entries and to dispose of trash and recycling material in the receptacles inside the Police Department & Detention Center compound.

Police Department & Detention Center has approximately 200 employees.

- 3. Public Works Main Bldg. & Fleet Bldg. has approximately 140 employees.
- 4. City Hall/Library has approximately 270 employees. Daily traffic of Library patrons is approximately 1300 people per day.
- 5. Parks Department has approximately 60 employees.
- 6. Heritage Museum Daily traffic, including employees, averages approximately 60 people per day.
- 7. Senior Center Daily traffic, including employees, averages approximately 200 people per day.

Facility-Specific Issues Continued

- 8. Central Fire Administration has 13 employees.
- 9. Fire Fleet Maintenance has two (2) employees.
- 10. Safety Town has 13 employees. Daily traffic of students averages approximately 125 students per day.

CLEANING SPECIFICATIONS

RESTROOMS, KITCHENS, KITCHENETTES, JAIL AREAS, LOCKER ROOMS & SHOWERS

ITEMS TO BE CLEANED	TASK(S) TO BE PERFORMED	DAILY	WEEKLY	MONTHLY	QTRLY	OTHER FREQUENCIES
Floors, carpeted	Vacuum open areas.	1X				
	Remove gum & spots	1X		, , , , , , , , , , , , , , , , , , , ,		
	Detail vacuum		1X			
	General shampoo (extraction, bonnet, dry)			1X		
	General shampoo (extraction, bonnet, dry) high traffic areas		1X			
Floors, ceramic tile	Sweep (or vacuum) & mop with germicide.	1X				
	Machine scrub/clean grout.		1X			
Floors, concrete	Hose with germicide & rinse/mop.	1X				
	Machine scrub w/germicide & rinse,				1X	
	Buff-out scuff marks		1X			
Floors,	Dust mop with dry dust mop only.	1X				
plastic/synthetic	Spot mop and remove marks.	1X				
	Auto-scrubbing machine.	1X				
Floors, vinyl/vinyl tile	Sweep (or vacuum) & mop with germicide.	1X				
	Strip old finish & apply new finish.	***		1X		
	Spray buff		1X		[
Jail cells/dorms	Jail Beds: Disinfect and scrub with germicide & rinse.		1x			And as requested by Staff
	Floors: Disinfect and scrub with germicide & rinse.		1x			And as requested by Staff
	Showers: Hose walls, doors & curtains w/germicide.	1X				
	Showers: Scrub with germicide & rinse.		1X			
	Floor drains: Remove litter from screens seal trap.	1X				
	Floor drains: Flush with disinfectant.		1X	***************************************		
	Wall surfaces: Remove spots with germicide.	1X				
	Wall surfaces: Total clean with germicide.		1X			
	Sinks: Clean w/germicide (scour if needed).	1X				
	Sinks: Clean exterior of seat & polish plumbing of stainless fixtures with approved stainless steel cleaner.	1X				
	Sinks: Dry and polish plumbing including any exposed pipes under sinks.	1X				
Showers	Hose walls, doors & curtains w/germicide.	1X				
	Scrub with germicide & rinse.		1X			

RESTROOMS, KITCHENS, KITCHENETTES, JAIL AREAS, LOCKER ROOMS & SHOWERS CONTINUED

ITEMS TO BE OTHER **CLEANED** TASK(S) TO BE PERFORMED DAILY WEEKLY MONTHLY QTRLY FREQUENCIES Floor drains Remove litter from screens seal trap. 1X Flush with disinfectant, 1X Wall surfaces Remove spots with germicide. 1X Total clean with germicide. 1X Sinks Clean w/germicide (scour if needed). 1X Clean exterior of seat & polish plumbing of 1X stainless fixtures with approved stainless steel cleaner. Dry and polish plumbing including any 1X exposed pipes under sinks. Countertop surfaces Clean with germicide & dry 1X Mirrors Clean with glass cleaner & dry. <u>1X</u> Clean entire fixture with germicide. Commodes 1X Brush interior under flush rim. 1X Dry exterior of seat & polish plumbing. 1X Clean exterior of seat & polish plumbing of 1X stainless fixtures with approved stainless steel cleaner. Remove water/mineral deposits with mild acid 1X solution. Clean entire fixture with germicide. Urinals 1X Brush interior under flush rim. 1X Dry exterior of seat & polish plumbing. 1X Remove water/mineral deposits w/mild acid, 1X replace urinal screen as needed. Stall partitions, walls Clean w/germicide & drv. Remove 1X & doors fingerprints, stains and graffiti. Trash receptacles Empty & reline. 1X Damp wipe exterior w/germicidal solution. 1X Wash interior w/germicide. 1X Sanitary napkin Empty and reline with waxed bag liners. 1X dispensers Clean interior and exterior w/germicide. 1X Hand soap Refill as needed, wipe exterior w/germicide. 1X dispensers Paper towel Refill, clean with germicide & polish. 1X dispensers Toilet tissue Refill, clean w/germicide and dry. 1X dispensers Electric hand dryer Clean w/germicide and dry. 1X Clean w/germicide, dry & polish. Drinking fountains 1X Lockers High dust tops, spot clean exteriors. 2X Seating (washable) Spot clean w/germicide and dry. 1X

RESTROOMS, KITCHENETTES, JAIL AREAS, LOCKER ROOMS & SHOWERS (Continued)

ITEMS TO BE						OTHER
CLEANED	TASK(S) TO BE PERFORMED	DAILY	WEEKLY	MONTHLY	QTRLY	FREQUENCIES
Seating (upholster)	Vacuum & remove spots, shampoo as needed and assigned.		1X			
Deodorizers in City Hall/Library Bathrooms	Change on a monthly basis. Cartridges will be supplied by the City.		,	1X		

FRISCO ATHLETIC CENTER & SENIOR CENTER

ITEMS TO BE CLEANED	TASK(S) TO BE PERFORMED	DAILY	WEEKLY	MONTHLY	QTRLY	OTHER FREQUENCIES
Floors, carpeted	Vacuum open areas.	1X				As needed and/or requested by Staff
	Remove gum & spots	1X				As needed and/or requested by Staff
	Detail vacuum		1X			As needed and/or requested by Staff
	General shampoo (extraction, bonnet, dry)			1x		
	High Traffic Public		1X			
Floors, ceramic tile	Sweep (or vacuum) & mop with germicide.	1X				As needed and/or requested by Staff
	Machine scrub/clean grout.		1X			
Floors, concrete	Hose with germicide & rinse/mop.	1X				
	Machine scrub w/germicide & rinse,				1X	
	Buff-out scuff marks		1X			
Floors, gymnasium (wood flooring)	Dust mop with dry dust mop only.	1X		Ē		As needed and/or requested by Staff
	Spot mop and remove marks.	1X				As needed and/or requested by Staff
	Treat with City's wood conditioner.		3X			

FRISCO ATHLETIC CENTER & SENIOR CENTER (Continued)

ITEMS TO BE CLEANED	TASK(S) TO BE PERFORMED	DAILY	WEEKLY	MONTHLY	QTRLY	OTHER FREQUENCIES
Floors, vinyl/vinyl tile	Sweep (or vacuum) & mop with germicide.	1X				As needed and/or requested by Staff
i	Strip old finish & apply new finish.			2X		
	Spray buff		1X			
White boards	Clean w/manufacturer's approved cleaner	1X				
Mirrors	Clean with glass cleaner & dry.	1X				
Glass curtain walls	Clean with glass cleaner & dry.	1X				As needed and/or requested by Staff
Trash receptacles	Empty (reline if soiled) & reposition.	1X				As needed and/or requested by Staff
	Damp wipe germicidal solution.	1X				
	Wash interior and exterior w/germicide.			1X		
Seating (washable)	Spot clean w/germicide and dry.	1X				As needed and/or requested by Staff
Drinking fountains	Clean w/germicide, dry & polish.	1X				As needed and/or requested by Staff
Seating (upholster)	Vacuum & remove spots, shampoo as needed and assigned.		1X	:		
Showers	Hose walls, doors & curtains w/germicide.	1X				As needed and/or requested by Staff
	Scrub with germicide & rinse.		1X			As needed and/or requested by Staff

FRISCO ATHLETIC CENTER & SENIOR CENTER (Continued)

ITEMS TO BE CLEANED	TASK(S) TO BE PERFORMED	DAILY	WEEKLY	MONTHLY	QTRLY	OTHER FREQUENCIES
Floor drains	Remove litter from screens seal trap.	1X				As needed and/or requested by Staff
	Flush with disinfectant.		1X			As needed and/or requested by Staff
Wall surfaces	Remove spots with appropriate cleaner.	1X		·		As needed and/or requested by Staff
	Total clean with germicide.		1X			As needed and/or requested by Staff
Sinks	Clean w/germicide (scour if needed).	1X		1113333		As needed and/or requested by Staff
	Clean exterior of seat & polish plumbing of stainless fixtures with approved stainless steel cleaner.	1X				
	Dry and polish plumbing including any exposed pipes under sinks.	1X				
Countertop surfaces	Clean with germicide & dry	1X				As needed and/or requested by Staff
Commodes	Clean entire fixture with germicide.	2X				
	Brush interior under flush rim.	2X				
	Dry exterior of seat & polish plumbing.	2X				
	Clean exterior of seat & polish plumbing of stainless fixtures with approved stainless steel cleaner.	2X				
	Remove water/mineral deposits with mild acid solution.		1X			
Urinals	Clean entire fixture with germicide.	2X				
	Brush interior under flush rim.	2X				
	Dry exterior of seat & polish plumbing.	2X				
	Remove water/mineral deposits w/mild acid, replace urinal screen as needed.		1X			
Stall partitions	Clean w/germicide & dry. Remove fingerprints, stains and graffiti.	1X				

FRISCO ATHLETIC CENTER & SENIOR CENTER (Continued)

ITEMS TO BE CLEANED	TASK(S) TO BE PERFORMED	DAILY	WEEKLY	MONTHLY	QTRLY	OTHER FREQUENCIES
Sanitary napkin	Empty and reline with waxed bag liners.	1X				
dispensers	Clean interior and exterior w/germicide.	1X				
Hand soap dispensers	Refill as needed, wipe exterior w/germicide.	1X				
Paper towel dispensers	Refill, clean with germicide & polish.	1X				
Toilet tissue dispensers	Refill, clean w/germicide and dry.	1X				
Electric hand dryer	Clean w/germicide and dry.	1X				
Lockers	High dust tops, spot clean exteriors.		2X			

OFFICES, COMMON AND PUBLIC AREAS

ITEMS TO BE CLEANED	TASK(S) TO BE PERFORMED	DAILY	WEEKLY	MONTHLY	QTRLY	OTHER FREQUENCIES
Carpeted floors	Vacuum open areas	1X				
	Remove spots & gum	1X				
	Detail Vacuum		1X			
	High Traffic Public		1X			
	General Shampoo (dry, foam, extract)					2Х уг.
Resilient / Hard flooring	Sweep (or vacuum) & dust mop	1X				
Floors, TOLI (Per manufacturer's specifications)	Remove spots & gum	1X				
	Buff or burnish		2X			
	Strip old finish; apply new finish/seal					6X yr.
	Wet/mop	1X				
Concrete floors (non-	Sweep (or vacuum) & dust mop	1X				
athletic areas)	Remove spots & gum	1X				
	Wet mop	1X				
	Machine scrub w/detergent & rinse		1X			6X yr.
	(entries & corridors)					
	Pressure Washing				1X	
Floors, terrazzo/stone	Sweep (or vacuum) & dust mop	1X				
	Remove spots & gum	1X		,		
	Wet mop	1X				
	Machine scrub w/detergent & rinse		2X			

OFFICES, COMMON AND PUBLIC AREAS (Continued)

ITEMS TO BE CLEANED	TASK(S) TO BE PERFORMED	DAILY	WEEKLY	MONTHLY	OTRLY	OTHER FREQUENCIES
Exterior Approaches (curb to front doors)	Sweep & remove litter	1X				
	Wet clean spills, bird drops, gum, etc		1X			
	Empty & clean ashtrays/trash	1X			ļ	
Entry door/sidelight glass	Clean both sides/dry frames	1X				
Windows (12' down)	Clean both sides/dry frames, interior and exterior			2x		-
	Spot clean windows.	1X				
Office/partition glass	Spot clean	1X				
	Clean both sides/dry frames		1X	1X		
Drinking fountains	Clean w/germicide, dry, polish	1X				
Wall decor items	Remove dust		1X			
Light diffusers	Remove dead insects & other soils			1X		
HVAC vents	Vacuum screened vents.		1X			
	Wash, rinse & dry					2Х уг.
	Dry dust surface		1X			
Dry marker boards	Total clean (on request only)			1X		
TV/VCR equip. carts	Feather dust around controls		1X			
Trash Receptacles	Empty (re-line if soiled) & reposition	1X				
	Damp wipe to remove spots & soil	1X				
	Wash interior & exterior with germicide			1X		
Recycle receptacles	Empty into properly labeled container or bins outside building.	1X				
Elevator cars	Vacuum (or sweep & mop if tiled, wood or vinyl)	1X				
	Polish metal surrounds	1X				
	Clean doors interior, ext. as needed.	1X				
	Clean door tracks	1X				
Blinds	Remove dust		1X			
Floors, wood	Dust mop with dry dust mop only.	1X				
	Spot mop and remove marks.	1X				
	Treat with City's wood conditioner.		3X			
Baseboards and chair	Remove dust		1X			
rails	Full cleaning (damp wiping of both sides).				1X	
Draperies	Vacuum to remove dust					2X yr.
Desks & Work	Remove dust (feather duster only)		1X			
surfaces (mod.)	Clean & polish on request only (when cleared, only)		1X			

OFFICES, COMMON AND PUBLIC AREAS (Continued)

ITEMS TO BE CLEANED	TASK(S) TO BE PERFORMED	DAILY	WEEKLY	MONTHLY	QTRLY	OTHER FREQUENCIES
File	Remove dust & damp wipe to remove spots	1X				
Cabinets/Shelving	Cleaned upon request (when cleared, only)		1X			
Library Shelving	Remove dust & damp wipe to remove spots		1X			
Cob Webs	Remove from 12' down			2X		
Furniture in Conference Rooms, Common Areas & Mayor's Office	Vacuum uphoistery, dust hard surfaces, & furniture legs	1X				

CLEANING STANDARDS

Standards:

The following standards will be used to determine the quality of services being provided.

A. Common Areas (including Break Rooms)

- Lobby & entrance floors should be clean & free of dirt streaks & there should be no dirt remaining in corners, behind doors or where the dirt was picked up with the dustpan after the housekeeping operation. Floors should be free of loose and/or caked dirt particles and should present an over all appearance of cleanliness.
- 2. Wall surfaces should be free of finger marks, smudges and other dirt spots of any kind.
- 3. Walls, baseboards and other surfaces should be free of watermarks, scars from the cleaning equipment striking the surfaces, and splashing from the cleaning solution and rinse water.
- 4. Doorknobs, push bars, kick plates, railings, doors & other surfaces should be clean & polished to an acceptable luster.
- 5. Any drinking fountains located within the assigned area should be clean & free of stains. The wall surfaces around the drinking fountains should be free of water spots & streaks.
- 6. Stair landings, steps & all corners of stair treads should be free of loose dirt or dust streaks after sweeping.
- 7. Stair railings, fire apparatus, door moldings, ledges, radiators, & grilles should be dust free. The dust should have been removed rather than pushed around.
- 8. Glass surfaces should be clean & free of any smudges, finger marks, and dirt.
- 9. Glass surfaces should be clean & free of any smudges, finger marks, and dirt.
- 10. Lounge & conference room tables should be clean & free of smudges, finger marks, cup rings & other spoilages. Chairs should be clean & free of dust or debris.
- 11. Lounge & conference room floors should be free of dirt & debris.
- 12. Chairs & other furniture should be left in a neat, orderly condition.
- 13. Elevators should be clean & odor free; metal surfaces must be free of smudges & finger marks.
- 14. Ashtrays & sand urns should be clean, fresh sand, odor free & all debris removed.
- 15. Floor & entry mats (including exterior matting) should be clean & free of debris.
- 16. Light fixtures should be free of dead insects & other dirt.
- 17. Vents & grills must be free of soot, dust, cobwebs & other debris.

B. Office Areas

- 1. All wastepaper baskets should be empty & in place; clean & ready for use. Recyclable materials & trash should be separated & disposed appropriately.
- 2. Trash should not be left on floor.
- 3. Corners & crevices should be free from any dust.
- 4. Ledges and flat surfaces should be free of dust on any surface.
- 5. Woodwork, after being properly dusted, should appear bright.
- 6. There should not be any oily spots or smudges on walls, caused by touching them.
- 7. There should not be any dust streaks on desks or other office equipment.
- 8. There should not be any dirt left in corners, under furniture, or behind doors.
- 9. Glass surfaces should be clean & free of any smudges, finger marks, and dirt.
- 10. There should be no trash or foreign matter under desks, tables or chairs.
- 11. Baseboards, furniture & equipment should not be disfigured or damaged during the cleaning operation.
- Furniture & equipment moved during sweeping should be replaced.
- 13. All items in offices, including chairs, machines, calendars, pictures, phones, and wastebaskets are to be left in their original locations. Radios, televisions, tape recorders, etc. are not to be used by cleaning personnel.
- 14. Items marked "TRASH" / "BASURA" which are not in trash cans, are to be removed. Unmarked items are not to be removed.

C. Restrooms

- 1. All used paper towel receptacles should be empty.
- 2. All sanitary receptacles should be clean, both inside & outside, and contain a new waxed paper bag liner.
- 3. No trash should be on the floor.
- 4. The waxed paper bags containing collected contents of the sanitary receptacles must be deposited in a proper container and removed.
- 5. All dispensers of supplies should be clean & filled with the proper supplies.

- 6. All mirrors should be free of streaks, smudges, water spots, dust & lipstick and should not be cloudy or hazed in appearance.
- 7. All supply dispensers should be clean & free of finger marks & water spots.
- 8. Glass surfaces should be clean & free of any smudges, finger marks, and dirt.
- 9. All shelves & shelf brackets should be free of gum, dust, fingerprints, water stains, smudges & other soil.
- 10. All porcelain surfaces of wash basins, toilets & urinals should be free of dust, dirt, spots & stains.
- 11. The wall surfaces should be free of spots & smears.
- 12. All toilet seats should be left in raised position after cleaning. They should be free of spots & stains, and the seat hinges should be free of green mold.
- 13. The plumbing fixtures should be free of green mold & water stains.
- 14. Walls, stall partitions & doors should be free of hand marks, dust, pencil marks, lipstick smudges, water streaks, mop marks, green mold and graffiti.

SUPPLIES & EQUIPMENT

Supplies & Equipment:

A. Supplies and Materials

- 1. The contractor shall furnish all necessary cleaning supplies and materials as may be required to perform the cleaning assignments outlined in these specifications. All supplies and materials shall be of the highest quality and subject to the approval of the City's Representative. No additional charges shall be made for these items. The contractor will not use any cleaning agent, chemical or other material which is deemed harmful or unsuitable for the purpose intended. Contractor shall furnish plastic trash can liners, wax bags for soiled sanitary napkins, plastic bags used for the collection of trash, floor pads and manual aids.
- 2. The contractor shall furnish toilet tissue, paper towels, hand and body soap, urinal screens and other related items. The City of Frisco is participating in LEEDS qualifications and certification. Toward that effort, the contractor will use cooperation with the City in that all cleaning chemicals in the building shall meet the requirements of Green Seal standard GS-37 and California Code of Regulations, Title 17, Section 94509 for VOC Standards. To meet these objectives, the following list of products will be used. Any substitutions must either meet or exceed the effectiveness while not violating the standards noted above:

Item	Chemical	Vender # or CAS#
1	Cleaner & Degreaser, ZEP	124924
	Multi-Clean Green	
2	Cleaner, Envirox, H2ORANGE2 117	H2 Orange 117
3	Stripper, Floor, ZEP-Green Link	191335
4	Wax, Floor, ZEP-Green Link	191735
5	Cleaner, Window, ZEP-Green Link	103621
6.	Covers, Shieldor, Type, ½ Fold, Wausau Paper	Baywest 1949
7	Tissue, Toilet, 2 Ply, Wausau Paper	54800 Ecosoft
8	Towels, Multifold, Paper, Wausau Paper	48300 Ecosoft

All other chemicals and materials must be reviewed by the Facilities Manager before it is allowed into the building. Unapproved chemicals will not be allowed in the building.

A roster and inventory of all chemicals in the building will be maintained by the City's Facilities Manager.

- 3. The contractor shall furnish floor finish, strippers, buffing compound for high speed rpm's, conditioners for special type flooring and all related products to maintain all hard & resilient floors in a proper manner.
- 4. The contractor shall furnish for use at the recreation center gymnasium(s) and racquetball/squash courts Chem Line, Inc., "Court" = K2-01-897 Wood Cleaner, Polish & Conditioner.
- 5. Contractor will be responsible for the neatness and proper storage of all equipment and chemicals. Contractor is required to supply all other items necessary to clean all areas in accordance with bid specifications.
- 6. Contractor will be responsible for cleaning ceramic tile and grout with Miracle Sealants Company TGC tile & grout cleaner.

B. Equipment

- 1. The contractor shall furnish all cleaning equipment required to perform the cleaning assignments outlined in these specifications. Such equipment includes floor machines (high/slow speed), carpet cleaning machines (extractors & bonnet buffers w/tanks, industrial type vacuums (dual-motor & space vacuums), mop bucket wringer sets, wet/dry vacuums, water hose w/spray cleaning attachments (pressure washer), portable vacuums and upholstery equipment.
- 2. The contractor will maintain said equipment in good, safe, working order and shall ensure that the equipment is clean and presents a good appearance. Equipment determined by the City to be unacceptable will be removed and replaced immediately by the Contractor.
- 4. Use of propane or gas powered equipment is prohibited.

C. Storage

- Space shall be assigned to the contractor for storage of all supplies and equipment. The
 contractor shall be responsible for keeping the space in good order.
- 2. The City shall not be held responsible for damages to the contractor's stored supplies and equipment or personal belongings of the contractor or contractor's personnel, caused by fire, theft, accidents, natural disasters or any other incident.
- 3. The contractor shall not store combustible materials at any time within City facilities.

WORK PROCEDURES

Work Procedures:

A. Supervision

- 1. The contractor or an authorized representative shall oversee all work performed under this contract on a daily basis.
- 2. The contractor or authorized representative will be available to receive messages or other information pertinent to the successful completion of the assigned work. Open communication with the City's Representative shall be maintained.
- 3. The contractor **will provide adequate supervisory structure** to insure the direction of cleaning employees and insure quality standards are met.
- 4. All personnel provided **shall be appropriately supervised** and directed by trained and qualified supervisors.
- 5. All supervisory and lead personnel must have previous experience working within a public, municipal work environment. Contractor must provide each supervisory and lead personnel with cell phones, and provide the Facilities Manager with the cell phone numbers for immediate response to City Representative(s).
- 6. The contractor will provide a supervisor who is fluent in the English language, both written and orally.
- 7. The contractor will provide at least one other employee, per building, who is fluent in English, conversationally.

B. Scheduling

- 1. The contractor shall schedule all required work so as not to interfere with City operations.
- 2. Variances in schedules shall require prior approval of the Facilities Manager.
- 3. The contractor **shall submit a monthly report of project work completed** to the Facilities Manager. This report shall contain details of carpet cleaning, hard surface floor refinishing, window washing, blind washing, or other similar tasks.

QUALITY CONTROL

A. <u>Inspections</u>

- 2. Inspections of all contracted locations will be made by the City's authorized representatives on a daily basis.
- The contractor will complete a daily checklist, indicating what tasks were completed. The City will
 provide a template of the checklist to the contractor. Each facility will have its own checklist. When
 each checklist is filled out, the contractor will leave daily checklist in a pre-designated location the
 respective buildings.
- 4. The contractor shall agree to participate in scheduled weekly inspections with the Facilities Manager. Wherever applicable a departmental liaison will also participate.
- 5. The contractor or contractor's representative will meet with the Facilities Manager at least weekly at the location designated by the Facilities Manager.
- 6. The contractor will furnish a written building work schedule (which includes daily/nightly, weekly, monthly, quarterly and other scheduled tasks).

B. Assessment of Work

- 1. Standards used to assess the quality of work performed are outlined in CLEANING STANDARDS.
- 2. Work which fails to meet expected standards will be brought to the attention of the contractor. The contractor will then be requested to correct the problem. Failure by the contractor to take **corrective actions within forty-eight hours** will result in the work being done by others and costs charged to the contractor. Emergencies will require same day response.
- 3. The contractor or authorized representative shall provide daily on-site supervision and quality control on a seven (7) days per week basis.
- 4. Failure to provide a satisfactory level of services will result in a credit adjustment. City reserves the right to determine the credit adjustment.

<u>PERSONNEL</u>

A. Employees

- 1. The contractor shall employ competent, qualified workers who are capable of performing the required services
- 2. Each worker's minimum pay must be <u>at least</u> current minimum wage. The contractor will also comply with Federal and State laws regarding wages, including age and wage requirements. The contractor will provide Certified Payroll Reports when requested by the City.
- 3. The contractor shall employ individuals who are citizens of the U.S. or who have proof of right-to-work status. The contractor shall be in compliance with all federal and state immigration laws.
- 4. The contractor shall not assign duties at any City facility to any individual who, within the preceding five years has been convicted of any felony or convicted of any misdemeanor involving theft, embezzlement or fraud.
- 5. The contractor shall maintain a **roster of employees and their work assignment**. It shall be the responsibility of the contractor to keep the employee roster current and to provide the Facilities Manager with an updated roster any time there is a change.
- 6. The contractor shall insure that his/her employees do not bring children, or any other guest, to work with them in any City facility.
- 7. The contractor shall ensure that all his/her employees shall observe all City codes and ordinances governing City employees conduct when on city premises.
- 8. In the event that City shall deem any employee as **unacceptable or unsatisfactory**, contractor **shall remove** such employee from the work force and shall supply a suitable replacement therefore.

B. <u>Identification</u>

- Employees of the contractor shall be required to display an ID badge at all times while on duty in any City facility. The ID badge shall include a photograph of the employee, the employees name and the name of the company he/she represents. Any contractor employee who is **not displaying** their ID badge **will not** be allowed to work in any City facility.
- 2. The contractor's employees shall be required to wear a distinctive uniform. This uniform **must** consist of a shirt bearing the company's name or logo.
 - a. Uniforms, whether shirts or full uniforms, shall be the same for all employees.

- b. Uniforms shall be kept clean. Contractor's employees should not report for work in dirty, smelly or torn uniforms.
- c. Contractors employees are expected to comply with the following Building Services Department guidelines:
 - Clean uniforms are to be worn daily.
 - Shirts are to be properly buttoned & tucked into pants.
 - Headbands, shower caps, etc. are not permitted.
 - No open toed shoes, sandals, thongs, or other casual or lounging footwear are permitted.
 - Tobacco use is not permitted in any City building.
 - Radios of any kind (except for 2-way devices) are <u>not</u> to be used during the
 performance of job duties. This applies to earphone type radios or other types of
 audio players.
 - ABSOLULTELY NO MINORS (persons under the age of 18 years) ARE PERMITTED TO WORK WITH, OR ACCOMPANY AN EMPLOYEE.
- City of Frisco policies prohibit discrimination based upon race, color, national origin, marital status, age, sex or other non-merit factors. The contractor shall adhere to all applicable Equal Employment Opportunity policies and laws.

PRE-EMPLOYMENT SCREENING:

Criminal History Check:

The Contractor must provide the City with the full legal name, maiden name if applicable, social security number and legal address of employees working in City facilities. The Custodial Contractor will conduct a criminal history check on all full-time or part-time contract personnel.

Drug Testing:

All contractor personnel working in the City of Frisco facilities will be required to submit to pre-employment drug screening **prior** to beginning service. The pre-employment screening will require the employee to provide a urine specimen at a City approved medical facility under standardized drug screening procedures at the contractor's expense. In the event that the drug testing indicates the presence of illicit drugs as defined in the City of Frisco Substance Abuse Policy, the employee will be denied work in any City facility for a one year period unless, within five days, written proof is provided to the City that the employee has a valid current prescription for the substance in question.

SAFETY/SECURITY

The contractor shall insure that his/her employees shall comply with all safety regulations and shall observe relevant safety practices at all times while performing the work.

Contractor shall provide material safety data sheets of all chemicals used in each building. MSDS sheets will remain at each location.

The contractor will be issued keys to each location. The contractor is liable for the disposition of all keys issued to them. Each key will be assigned and signed for by a representative authorized (in advance) by the contractor. The contractor will bear responsibility for any theft, vandalism or other loss that results from the loss of a key issued to them. The contractor **shall not copy any** key issued by the City; if additional keys are required, the contractor shall make a written request to the Facilities Manager. All keys issued to the contractor shall be returned at the termination of the contract. Lost keys are to be reported immediately to the Facilities Manager. The contractor will be liable for costs of re-keying locks, should keys issued to the contractor be lost.

The contractor shall be responsible for maintaining security during the time the work is being performed. Doors, gates, or any other means of entry and exit shall be locked at all times after the close of normal business hours.

The contractor shall be **responsible for insuring** that each location is secured following the completion of the work.

Wherever applicable, the contractor shall insure that alarm systems are properly reset following the completion of the work.

Fires, hazardous conditions and items requiring maintenance attention (burned out lights, toilet stoppages, structural damage) shall be reported to the Facilities Manager.

SAFETY/SECURITY CONTINUED

"Lost and Found" articles are to be turned in to the Facilities Manager.

In the event of a reported theft in any contracted building the contractor and his/her personnel will be expected to cooperate fully in any investigation conducted by City personnel. Such investigations may include the use of polygraph exams. The Contractor will provide interpreters (when necessary) to expedite the investigations.

The contractor shall instruct his/her staff to report any suspicious activity in and around city buildings.

The contractor shall not allow their employees, at any time, to open desk drawers, cabinets or to use office equipment, including the use of telephones for any purpose other than a local emergency call.

Tobacco use is NOT allowed in City facilities at any time.



CITY OF FRISCO PURCHASING DIVISION **BID FORM**

BID #0806-061

Best Value Annual Contract for Custodial Services for the City of Frisco, Texas 75034

ltem	Description	Units (Sq. Ft.)	Sq. Ft. Cost (Monthly)	Extended Cost (Monthly)	Extended Cost per Year (X12)
1	Cleaning service to clean (per City of Frisco Specs) at Central Fire/Safety Town	45,152			
2	Cleaning service to clean (per City of Frisco Specs) at City Hall/Library	150,000			
3	Cleaning service to clean (per City of Frisco Specs) at Fire Fleet Maintenance	11,161			
4	Cleaning service to clean (per City of Frisco Specs) at Frisco Athletic Center	100,000			
5	Cleaning service to clean (per City of Frisco Specs) at Heritage Museum	17,000			
6	Cleaning service to clean (per City of Frisco Specs) at Police Department & Detention Center	76,000			
7	Cleaning service to clean (per City of Frisco Specs) at Public Works Main Bldg. & Fleet Bldg.	21,000			
8	Cleaning service to clean (per City of Frisco Specs) at Senior Center	17,645			
9	Cleaning service to clean (per City of Frisco Specs) at Train Depot	4,500			
				Grand Total	

Price Agreement for Additional Services

Service	Price	U/M
Additional cleanup		per
services		hour
		рег
Upholstery shampooing		chair

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation For Bid.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder:					
Address of Bidder:					
Telephone Number:					
E-mail address:					
Ву:	(print name) <u>Cash</u> Discount Terms:				
Title:	Federal ID #/SSN #:				
Signature:					
Acknowledgement of Addenda: #1	#2	#3	#4	#5	



CITY OF FRISCO PURCHASING DIVISION

July 14, 2008

Addendum #1 Bid # 0806-061 **Custodial Services**

Questions and Answers:

1. Question: Who is the current contractor?

Answer: Town North Services

2. Question: What is the current annual spend?//

Answer: \$400,000

3. Question: What is the cleanable square footage of the Library?

Answer: 44,325

4. Question: What is the cleanable square footage of the carpeting in

the Library?

Answer: 41,798

5. **Question:** What is the cleanable square footage of City Hall?

Answer: 84,273

6. Question: What is the cleanable square footage of the carpeting in

City Hall?

Answer: 59,245

7. Question: What is the cleanable square footage of the flooring for

City Hall/Library?

Answer: Concrete Stairs = 3,420, Ceramic Tile = 2,610, VCT = 9,219, Vinyl = 734, Wood = 7,976, Cork = 324, Terrazzo = 3,272.

8. Question: How many restrooms are there in each facility?

Answer: City Hall/Library = 27, Police Dept. = 18, Frisco Athletic Ctr. = 12, Central Fire = 8, Safety Town = 4, Senior Ctr. = 4, Frisco

Heritage Museum = 4, Public Works = 10.

9. Question: How many toilets are there in each facility?

Answer: City Hall/Library = 39, Police Dept. = 23, Frisco Athletic Ctr. = 32, Central Fire = 13, Safety Town = 7, Senior Ctr. = 9, Frisco Heritage Museum = 6, Public Works = 17

10. Question: How many urinals are there in each facility?

Answer: City Hall/Library = 8, Police Dept. = 9, Frisco Athletic Ctr. = 7, Central Fire = 2, Safety Town = 1, Senior Ctr. = 3, Frisco Heritage Museum = 3, Public Works = 12

11. Question: How many sinks are there in each facility?

Answer: City Hall/Library = 43, Police Dept. = 41, Frisco Athletic Ctr. = 37, Central Fire = 12, Safety Town = 6, Senior Ctr. = 10, Frisco Heritage Museum = 8, Public Works = 15

12. Question: How many showers are there in each facility?

Answer: City Hall/Library = None, Police Dept. = 11, Frisco Athletic Ctr. = 22, Central Fire = 5, Safety Town = None, Senior Ctr. = 3, Frisco Heritage Museum = None, Public Works = 8

13. Question: Does the current contractor clean during the day?

Answer: At the Frisco Athletic Center only.

14. Question: What kinds of paper products are used?

Answer: Tri fold paper towels, Sing roll toilet paper, and liquid clear or white soap. No colored soap.

15. Question: Are there separation requirements for trash and recycling?

Answer: No. There are trash containers & recycling containers in the cubicles and in the work rooms and common areas throughout every facility. Keep trash separate from recycling. Recycling containers are blue and will contain aluminum cans, paper, glass, metal, and plastic all in the same blue containers. No separation of recyclable products is required. The city disposes of all recyclable products. The contractor is not required to dispose of aluminum cans. The contractor is not required to separate recyclable products from trash cans.

16. Question: Is the contractor responsible for replacing the urinal canisters in the waterless urinals at the Public Works facility?

Answer: No. Additionally, no chemicals or chemical cleaners should be used inside the waterless urinals. Only water should be used to clean the waterless urinals.

17. Question: Is there a maintenance schedule for cleaning upholstered chairs?

Answer: No. Cleaning of upholstered chairs is done on an as needed basis only and will be requested by the Facilities Manager.

18. Question: Are subcontractors allowed?

Answer: No.

Vendors who may have already submitted a bid and feel this addendum may change their bid price, may pick up their bid, and return it by the closing date. If picking up the bid is not feasible, any new bid submitted by your firm will supersede one previously submitted.

Acknowledge receipt of this addendum by initialing in the appropriate space on the bid document.

Sincerely,

Jean Stellatella Buyer City of Frisco



CITY OF FRISCO PURCHASING DIVISION

July 15, 2008

Addendum #2 Bid # 0806-061 Custodial Services

Clarifications / Additions / Deletions

1) Revised Bid Form – Correcting the square footage for the City Hall/Library, Fire Fleet Maintenance Bldg., Frisco Athletic Center, Police Department & Detention Center, Public Works Main Bldg. & Fleet Bldg. & the deletion of the Train Depot as a line item on the Bid Form. The Train Depot will be cleaned on an as needed basis only. Please ensure that you use the Revised Bid Form for your submittal.



CITY OF FRISCO PURCHASING DIVISION

REVISED BID FORM (ADDEMDUM #2)

BID #0806-061

Best Value Annual Contract for Custodial Services for the City of Frisco, Texas 75034

Item	Description	Units	Sq. Ft.	Extended	Extended Cost
		(Sq. Ft.)	Cost	Cost	per Year (X12)
		(- 4 /	(Monthly)	(Monthly)	
	Cleaning service to		, , , , ,		
	clean (per City of Frisco				
	Specs) at Central				
1	Fire/Safety Town	45,152			
	Cleaning service to				
	clean (per City of Frisco				
_	Specs) at City				
2	Hall/Library	128,598			
	Cleaning service to				
	clean (per City of Frisco				
,	Specs) at Fire Fleet	4 500			
3	Maintenance	1,500			
	Cleaning service to clean (per City of Frisco				
	Specs) at Frisco Athletic				
4	Center	88,509			
	Cleaning service to	00,000			
	clean (per City of Frisco				
	Specs) at Heritage				
5	Museum	17,000			
	Cleaning service to				
ŀ	clean (per City of Frisco				
	Specs) at Police				
	Department & Detention				
6	Center	73,619			
	Cleaning service to				
	clean (per City of Frisco				
_,	Specs) at Public Works	00.505			
7	Main Bldg. & Fleet Bldg.	20,595			
	Cleaning service to				
8	clean (per City of Frisco	17,645			
	Cican (por City of 1 11000	.,,0,0		<u> </u>	

Specs) at Senior Center			
		Grand Total	

Price Agreement for Additional Services

Service	Price	U/M
Additional cleanup		per
services		hour
Upholstery		per
shampooing		chair

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation For Bid.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder:					
Address of Bidder:					
Telephone Number:		Fax:			
E-mail address:					
By:		(print name)	<u>Cash</u>	Discount	Terms
Title:		Federal	ID	#/SSN	#.
Signature:					
Acknowledgement of Addenda:	#1 #2_	#3#4	#5		

2) Revised Facilities and Hours of Cleaning – Deletion of the Train Depot as a line item on this form. The Train Depot will be cleaned on an as needed basis only.

REVISED FACILITIES AND HOURS OF CLEANING (ADDENDUM #2)

The following table describes the location and hours allowable and expected for cleaning services:

FACILITY	FACILITY	SQUARE	FACILITY	Days per	Hours to be	
NAME	ADDRESS	FTG	DESCRIPTION	week	cleaned	
Central Fire/Safety Town	8601 Gary Burns	45,152	Central Fire Station, Fire Admin and Safety Town	Mon - Fri (see Note 1)	Between 5pm and 5am	
City Hall/Library	6101 Frisco Square	128,598	City Hall, Library, County Tax Office	7 days/wk (see Note2)	Between 9pm and 5am	
Fire Fleet Maintenance	8860 Tomlin	1,500	Fire Apparatus Maintenance Shop	Mon - Fri	Between 5pm and 5am	
Frisco Athletic Center	5828 Nancy Jane	88,509	Recreation center	7 days/wk (see Note3)	Between 10pm and 5am	
Heritage Museum	6455 Page	17,000	Museum	Tues - Sun	Between 10pm and 5am	
Frisco Police Department	7200 Stonebrook	73,619	Frisco Police Department & Detention Center	7 days/wk (see Note4)	Between 10am and 7pm	
Public Works Main Bldg. & Fleet Bldg.	11300 Research	20,595	Public Works Main Bldg. & Fleet Bldg.	Mon - Fri	Between 5pm and 5am	
Senior Center	6670 Moore	17,645	Social Center/Meetings	Mon – Sat (see Note 1)	Between 11pm and 5am	

<u>Note1:</u> Facility may be used for special events. Modified scheduling and/or additional services may be requested during the contract period.

Note2: City Hall hours for cleaning are between 5pm and 5am. Library hours for cleaning are between 9pm and 5am, 7days/wk. Cleaning activities in the Library will not commence until after the Library closes.

Note3: Frisco Athletic Center hours for deep cleaning are after 10pm and before 5am. Day cleaners (see Facility-Specific Issues, below) will be required between the following hours:

Mon – Fri: 5am through 10pm Saturdays: 8am through 8pm Sundays: 11am through 6pm

<u>Note4:</u> Frisco Police Department & Detention Center – The facility, whole or in part, must be vacated upon direction of Police Department Staff.

The contractor will also provide unit pricing for ad hoc/additional cleaning services. The contractor will also provide unit pricing for upholstery cleaning.

1. Frisco Athletic Center (FAC)

Day cleaners - <u>Two (2) day cleaners (1 male, 1 female) and work during hours</u> described above.

Day cleaners are to concentrate their cleaning activities on the following areas:

- Restrooms (service at least once per every two (2) hours)
- Common area trash and recycling receptacles
- Locker Rooms and Showers (service at least once per every two (2) hours)
- Common areas (e.g. hallways, stairs and lobby) and front entry (including glass surfaces), between doors and curb
- Fitness Studios (twice daily and as requested by FAC Staff)
- Wipe down stainless steel surfaces in Natatorium (using suitable stainless steel cleaner)
- Fun Club (during hours when children are not present and as requested by FAC Staff)

Daily traffic, including employees & patrons, during non-summer months (September through late May) averages approximately 1,850 people per day.

Daily traffic, including employees & patrons, during summer months (late May through late August) averages approximately 3,000 people per day.

Night cleaners are to focus their attention on offices, the teen activity room, "The Zone", and classrooms (or as directed by FAC Staff).

2. Frisco Police Department & Detention Center

This is a secure facility. In addition to requirements delineated in PERSONNEL and SAFETY & SECURITY below, every crew member working in this facility must pass a City-administered background investigation before they will be allowed to work in the facility. They will be issued a City of Frisco photo ID card. This card, and any keys to the facility, will be left at the facility at the end of work. No ID cards or keys are to leave the facility, except to pickup trash at the entries and to dispose of trash and recycling material in the receptacles inside the Police Department & Detention Center compound.

Police Department & Detention Center has approximately 200 employees.

3. Public Works Main Bldg. & Fleet Bldg. has approximately 140 employees.

- 4. City Hall/Library has approximately 270 employees. Daily traffic of Library patrons is approximately 1300 people per day.
- 5. Parks Department has approximately 60 employees.
- 6. Heritage Museum Daily traffic, including employees, averages approximately 60 people per day.
- 7. Senior Center Daily traffic, including employees, averages approximately 200 people per day.
- 8. Central Fire Administration has 13 employees.
- 9. Fire Fleet Maintenance has two (2) employees.
- 10. Safety Town has 13 employees. Daily traffic of students averages approximately 125 students per day.

Vendors who may have already submitted a bid and feel this addendum may change their bid price, may pick up their bid, and return it by the closing date. If picking up the bid is not feasible, any new bid submitted by your firm will supersede one previously submitted.

Acknowledge receipt of this addendum by initialing in the appropriate space on the bid document.

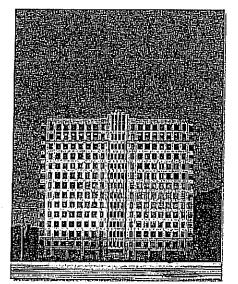
Sincerely,

Jean Stellatella Buyer City of Frisco

Exhibit "B"

SUBMITTAL





We at I.B.S. understand the deliberation involved in choosing a janitorial service. This brochure is provided to give you an insight into our business philosophy at I.B.S. We hope the information will prove helpful to you in your search for the janitorial service company that can best meet your needs.

IBS entered the building maintenance market in 1987 recognizing the ever present need for quality maintenance at a competitive price. We currently service twelve million square feet daily.

Centura Tower- Regis Property Management

Service

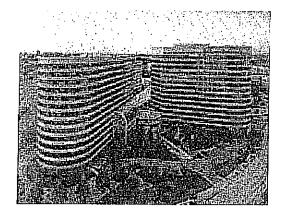
Our reputation is built on providing quality service. We attribute our success in satisfying our customers to the personal attention we provide to Property Management and tenants and to our employment of a dependable cleaning crew. Senior management personnel are accessible to talk with clients, answer questions, make recommendations and meet nightly with our operations team to discuss all issues. These meetings assure timely and accurate response to requests and will continue to be an integral part of our service strategy. Same day service to all requests is our business belief.

Commitment

IBS is committed to the needs of our customers. We strive to minimize mistakes, but when we make one, they are corrected promptly and with the least inconvenience to our customer. Our steady growth and the fact that we rarely lose an account are matters of great_satisfaction_to_us_We_feel_this_record_is_our_best_advertisement. You_may_rest_assured that we will make every effort to insure your complete satisfaction. We are certain that you will find our management and labor force fully attentive to your individuals needs.



Job Coordination



To enable us to provide quick, effective response to the needs of our customers, each building supervisor reports directly to senior management. Because of this short, compact and very direct chain of command and communication, our customers benefit by having our top management close to their work and never experience delays in getting problems resolved.

Colonnade - CarrAmerica Reality Corp.

Our goal is to handle all phases of the cleaning so that our customers are not burdened with details or minor problems. At the same time, we

see the necessity of keeping building management informed on work progress and carrying out instructions efficiently and immediately.

Quality Control

IBS management conducts regular inspections of its contracted buildings to ensure our quality standards are maintained. The General Manager makes frequent visits during the operational hours of the cleaning crews to monitor quality control.



Tollway Towers - Granite Properties, INC

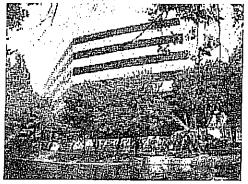
The Vice President often accompanies the management team in evaluating I.B.S.' performance and arranges consultation with Property Management as required. Our Account Managers are responsible for customer service and are available for weekly walk through inspection with Property Management and to meet with tenants as requested.



On the Job Work Methods

We tailor both our operating methods and our crews to best service a particular building. We use the individual 'space assignment' method, training each employee in his or her area and its particular requirements. This develops a feeling of pride and responsibility and gives greater control over security of the building and furnishings.

We emphasize to our cleaning personnel that although they are paid by us, they work for the customer.



North Creek - Pillar Commercial

We strive to maintain a well trained, diligent and honest work crew. Our conduct rules are strict; workers guilty of objectionable behavior are discharged promptly.

I.B.S. employees are salaried. We maintain all necessary Federal, State and local reports and records. In addition, we make required payments in connection with Social Security, Unemployment Insurance and other charges and taxes.

Personnel

I.B.S. withholds from payrolls such amounts for insurance and taxes as may be required by Federal, State or local governments with respect to all persons employed by us in connection with the maintenance of buildings.

Expertise

We are proud of the quality and range of additional services we are able to provide. We have a very skilled and experienced staff, capable of caring for all types of floors including marble and carpets.

Operating Procedures and Security

We abide by all rules and policies specified by our clients on subjects such as security, fire safety, conduct and other matters.

The security of contracted buildings is of prime concern and our record is excellent. We establish security procedures in line with those of a particular building.



Start Up Procedures

Making the transition from one company to another can present a serious challenge to both the facility manager and the vendor. The IBS Implementation Plan is geared to provide a smooth transition from the onset with a high comfort level for your facility. We have developed a transition program, designed to minimize and virtually eliminate the risks associated with the transitional aspect of the cleaning business. Our plan includes a thirty (30) day interim period prior to beginning the contract, as well as the initial thirty (30) day period of the contract itself.

During the thirty (30) day interim period, the following steps are taken:

- 1. The Regional Manager and Area Manager will meet with the Facility Manager(s) to discuss special requirements, particular tenant requests and security concerns necessary to perform proper cleaning functions.
- A Start-Up Team is formed which reviews staffing requirements and begins
 the hiring process. All applicants are then screened appropriately and hired
 as needed. Training classes will be initiated, implemented and documented
 to meet the Customer's needs.
- The Regional Manager, General Manager and Building Supervisor will meet with other crew members to review their job assignments and assigned responsibilities. Appropriate identifications and uniforms will be dispersed at this time.
- 4. The Implementation Plan is reviewed and contract requirements and final details are formalized prior to the start date.

During the first week of the contract, the Regional and General Manager, along with the Building Supervisor(s) will walk the building floor-by-floor, trash can-to-trash can, to make certain that the work required has been performed in accordance with the specifications. Each following morning, the Regional Manager and/or Area Manager will meet with the Property Manager(s) to discuss the prior evening's performance and any special requests.

At the conclusion of the first week of service, the Regional Manager and/or General Manager will conduct a full walk-through with the Facility Manager to inspect the property. Approximately two weeks later, a second walk-through will be conducted to make any adjustments or corrections to procedures or work schedules.

After thirty (30) days, the Vice President, Regional Manager and/or General Manager will meet to discuss the progress and contract compliance. IBS realizes the complexities of the facility and is prepared to perform the type of housekeeping necessary to accommodate any special requirements.



The Area Manager will at random visit and inspect the facility. A report will be forwarded to the Property Manager, Vice President, Regional Manager, General Manager and the assigned Project Manager. Inspection forms are based on a grade point system of 1 through 5, with 5 being the highest. A Quality Control Nonconformance Report is attached specifying a deadline to achieve corrective action.

IBS uses only state-of-the-art equipment and cleaning chemicals. We are continually testing equipment and supplies as part of our efforts to improve the productivity and cost effectiveness of our operations.

The following issues are taken into consideration when purchasing equipment and supplies:

- employee safety
 OSHA/EPA guidelines
 productivity and cost
- customer savings personnel training
 material safety data sheets

Our goal is to provide our customers with complete confidence and security in the equipment and supplies selected for their facility.

By utilizing select manufacturers, IBS has the ability to match specific systems, products and equipment to each client, thus maximizing cost-effectiveness and productivity. These include the use of chemical proportioned systems and roll systems for paper and plastic. IBS furnishes all equipment and supplies, with the possible exception of the following:

- Special Safety Equipment as Required
- Office Space, Phones and Radios (UCC)
- Copy Services as Needed

In addition, IBS will provide any unique equipment necessary to expedite and improve cleaning services. Areas of equipment that may be considered include:

TRANSPORTATION

- VANS W/ LIFT GATES
- LIGHT PICKUP TRUCKS
- CUSHMAN VEHICLES

COMMUNICATION

- RADIOS
- PAGERS



MAINTENANCE AND REPLACEMENT SCHEDULES

	Initial Phase-In Operations								SERVICE START										
Activity		Jan 08 - Jan, 12 Jan 15 - Jan, 19 Jan 21 - Jan 26						6	Jan. 29-31			Feb 2							
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Execute Contract								\ \			\top		1						
Conduct Meeting w/ Incumbent Management																			1
Conduct Meeting w/ Incumbent Employees																			
Ship Phase-in Package to Site (Company Policies, Procedures, Interview Packages, In-Processing Packages) Finalize Equipment/Supply Purchases	х	x																	
and Schedule Delivery Dates							<u> </u>				_		ļ		_ _				<u> </u>
Meet w/ Customer Mgmt. and Develop QC Schedules	Х																		
Monitor Phase-In and Hiring Processes					Х					Х					,	x		Х	
Make Phase-In Plan and Resource Adjustments, as Necessary	х					Х					x						Х	х	
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Conduct Employee In- Processing/Orientation																1	7		*
Issue Employee Uniforms																7			
(Contract Award)	x																		
Conduct Employee Training (Operating Methods, Conduct & Appearance, Safety, Fire Prevention, Security, Lost & Found, Contract Requirements, Duties & Responsibilities, Quality, Supply Replenishment, Equipment Repair Procedures)						x	Х	Х	х	х				***************************************					
Initiate Key Control Procedures						Х	Х	Х	Х	Х						T			7"
Refine Procedures, Plans and necklists						х					х								· · · · · · · · · · · · · · · · · · ·
Receive Supplies & Equipment - Stage Equipment											х	х	х	Х	х	,	X Z	x	



Employee Training

Training Procedures

REQUIREMENTS

☐ Specific to work site

	Staff Orientation
IBS R	EQUIREMENTS & PROCEDURES
	Signing in & out of buildings Building Keys Pager Skytel No children allowed in buildings Tenant computers/phones use will not be tolerated Using tenant equipment Eating tenant snacks, candies or sodas Back Ground Pay day on the 15 th and 30 th of every month Vacation Pension Plan
SECU	<u>RITY</u>
	Locking doors when cleaning Locking doors after cleaning
SAFE]	TY PROCEDURES
	Building emergency plan Safety policy Equipment Training Chemicals & use of MSDS sheets Blood Borne Pathogen
- <u>LIABILI</u>	<u>TY</u> .
	VVaxed floors Corrosive Chemicals





SKILLS CHECKLIST: OFFICE CLEANING

Fill out this checklist for each employee who completes the training program on office cleaning procedures. Base your judgment on direct observation of the employee and on careful inspection of the offices. Keep in mind that you may need to modify the checklist to fit your operation.

Employee's Name:		Date:						
Checklist completed by:								
		Employee has mastered these tasks	Employee needs further training on these tasks					
1.	Knows equipment & supplies needed to clean offices.							
2.	Knows where to get these materials.							
3. 4.	Knows proper use of all cleaning agents/polishers/chemicals her/she is required to use. Knows how to emply and clean ashtrays.							
5.	Knows how to pull trash properly.							
6.	Knows when to replace liners							
7.	Knows how to dust properly.							
8.	Knows what to dust and how often.							
9.	Knows how to clean brightwork & glass.							
10.	Knows how to clean desks and wood.							
11.	Knows how to clean filing cabinets and metal.	***************************************						
12.	Knows proper vacuuming procedures.							
13.	Consistently sweeps areas that are difficult to get to.							
14.	Knows how to dust mop resilient floors.							
15.	Knows how to spot clean floors and carpets.							
16.	Knows how to spot clean walls.							
17.	Consistently follows operation security procedures.	1						
18.	Consistently checks own work.							
19.	Consistently cleans office area in allotted time.	3						
20.	Consistently cleans offices at required level of quality.							
21.	Cleans and stores equipment properly.							



SKILLS CHECKLIST: RESTROOM CLEANING

Fill out this checklist for each employee who completes the training program on restroom cleaning procedures. Base your judgment on direct observation of the employee and on careful inspection of the offices. Keep in mind that you may need to modify the checklist to fit your operation.

En	ıployee's Name:	Date:							
Checklist completed by:									
		Employee has mastered these tasks	Employee needs further training on these tasks						
1. 2. 3. 4.	Knows equipment & supplies needed to clean restrooms. Knows where to get these materials. Knows how to mix all chemicals he/she is required to mix. Knows how to restock properly: Hand towel dispensers Tollet tissue dispensers Hand soap dispensers								
5. 7. 8. 9. 11. 12. 13. 15. 16. 17. 20. 21.	Sanitary napkin dispensers Knows how to pull trash properly. Knows how to remove & replace sanitary napkin bags. Know how to empty & clean ashtrays. Know what & how to dust. Knows how to sweep and pick up trash. Knows how to clean glass surfaces. Knows how to clean stainless steel. Knows how to clean stainless steel. Knows how to clean & sanitize the insides of toilets & urinals. Wears rubber gloves as directed. Knows how to clean & sanitize the outsides of toilets & urinals. Consistently follows operation policy on flushing toilets. Consistently follows operation policy on leaving toilet seats up or down.								
23. 24. 25. 26. 27. 28. 29.	Knows how to spot clean walls & partitions. Knows how to mop floor properly. Knows how to vacuum carpet properly. Optional Knows how to clean drinking fountains. Cleans & stores equipment properly. Consistently checks supplies & prepares for the next shift. Consistently checks own work.								
30.	Consistently reports problems to Supervisor.								



SKILLS CHECKLIST: SAFETY

A STATE SPORT THE CONTROL OF THE STATE OF TH

Fill out this checklist for each employee who completes the training program on Safety procedures. Base your judgment on direct observation of the employee and on careful Inspection of the offices. Keep in mind that you may need to modify the checklist to fit your operation.

En	iployee's Name:	Date:				
Ch	ecklist completed by:		1			
		YES	NO			
1.	Wears the proper safety gear.					
2.	Wears the proper shoes and clothes.					
3.	Exercises a safety awareness of his environment.					
4.	Follows proper ash and trash procedures.					
5.	Follows company smoking policy.					
6,	Uses grounding adapters and extension cords properly.					
7.	Unplugs equipment before working on it or leaving it unattended.					
8.	Unplugs equipment by pulling on the plug, not the cord.					
9.	Does not attempt to make repairs, but rather brings problems to the attention of the supervisor.					
10.	Checks path and inspects load before lifting.					
11.	Uses proper lifting stance, bends at the knees, keeps back straight, and uses leg muscles.					
12.	Gets help or uses proper moving equipment if load is too heavy.					
13.	Exercises safety on stairs.					
14.	Cleans up spills.					
15.	Identifies hazards, e.g., wet floors, holes in carpet, etc.					
16.	Uses proper ladder safety.					
17.	Transports ladders and equipment safely.					
18.	Uses a respirator when working with solvents.	}				
19.	Fully understands the safe use of cleaning chemicals.		,			
20.	Understands how to read labels and MSDS for					
	information.					
21,	Knows emergency procedures (what to do, whom to contact).					
22.	Knows basic first aid.					
23.	Uses each chemical only for its intended purpose.					
24.	Know who has the responsibility of mixing chemicals.					
25.	Know the location of emergency exits, extinguishers, and phone numbers.					
	= ','					





SAFETY CHECKLIST

Account Name:	Sati	sfactory
Account Number: 1. Hazardous/Infectious Waste Compliance: Policy, in place/current? Protective clothing available and in use? Are all personnel trained; is it documented? Buckets and wringers in good repair?	Yes Yes Yes Yes	No No No No
3. Vacuum cleaners, buffers, scrubbers in good repair?	Yes	No
4. Electrical cords, extensions, plugs, switches and outlets in good operating condition:5. Housekeeping material on cart neatly arranged?	Yes Yes	No No
6. Adequate instructions given on use of detergents, disinfectants?	Yes	No
7. All bulk and service size containers marked for easy identification and safely arranged.8. Right tools and cleaning products for the job; personnel instructed in	Yes	No
proper use. 9. Materials handled to prevent breakage, spillage or tripping hazard?	Yes Yes	No No
10. Proper pickup and removal of broken glass?	Yes	No
11. Power or liquid spillage wiped up immediately?	Yes	No
12. Areas isolated or roped off during scrubbing, wet mopping, waxing (i.e. wet floor signs)?20. Employees trained and instructed to recognize and report all unsafe conditions and acts and fire hazards?21. Employees given training in proper lifting and handling techniques?	Yes	No No No
21. Employees given training in proper lifting and handling techniques?		
22. Adequate ventilation and illumination provided (storage areas)? 23. Electrical tools disconnected when not in use?	Yes Yes	No No
24. Equipment room clean and orderly?	Yes	No
25. Smoking hazard controlled, ashtrays provided?	Yes	No
26. Cleaning rags and waste kept in metal containers?	Yes	No
27. Proper and frequent removal of ashtray trash?	Yes	No
28. Proper type and number of fire extinguishers available?	Yes	No
Include comments as to action taken, if appropriate or recommendations)		
Comments:		
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uur	SU Z	5 (2001/08)				@ ACORD C	ORPORATION 1988		

References

Transwestern 7701 Las Colinas Ridge Irving, Texas 75063 1,200,000 Sq Ft

ICP Management 12001 N. Central Expressway Dallas, Texas 75243 100,000 Sq Ft

CarrAmerica 15305 Dallas Pky Dallas, Texas 75248 2,500,000

Trinity Interest 5924 Royal Lane Dallas, Texas 75230 200,000 Sq Ft

Colliers International 4311 Oak Lawn Dallas ,Texas 75219 500,000 Sq Ft Becky Dennis Vice President (972) 409-9090

Diane Grant Property Manager (972)726-6161

Lana Hathcock Sr. Property Manager (972) 404-2200

Donna Blumberg Property Manager (972) 503-9444

John Barrett Vice President 214-520-1150



CITY OF FRISCO PURCHASING DIVISION

REVISED BID FORM (ADDEMDUM #2)

BID #0806-061

Best Value Annual Contract for Custodial Services for the City of Frisco, Texas 75034

Item	Description	Units (Sq. Ft.)	Sq. Ft. Cost (Monthly)	Extended Cost (Monthly)	Extended Cost per Year (X12)
1	Cleaning service to clean (per City of Frisco Specs) at Central Fire/Safety Town	45,152	.045	\$2,031.84	\$24,382.08
2	Cleaning service to clean (per City of Frisco Specs) at City	128,598	.054		
3	Cleaning service to clean (per City of Frisco Specs) at Fire Fleet	1,500	.121	\$6,944.29 \$181.50	\$83,331.50 \$2,178.00
4	Cleaning service to clean (per City of Frisco Specs) at Frisco Athletic Center	88,509	.148	\$13,099.33	\$157,191.98
5	Cleaning service to clean (per City of Frisco Specs) at Heritage Museum	17,000	.090	\$1,530.00	\$18,360.00
	Cleaning service to clean (per City of Frisco Specs)-at-Police			V1,000.00	ψ10,000.00
6	Department & Detention Center	73,619	.092	\$6,772.95	\$81,275.38
7	Cleaning service to clean (per City of Frisco Specs) at Public Works Main Bldg, & Fleet Bldg.	20,595	.054	\$1,112.13	\$13,345.56
8	Cleaning service to clean (per Clty of Frisco	17,645	.072	\$1,270.44	\$15,245.28

Specs) at Senior Center			
 <u> </u>			
		Grand	
		Total	\$395,309.78

Price Agreement for Additional Services

Service	Price	U/M
Additional cleanup		per
services	\$13.97	hour
Upholstery		per
shampooing	\$4.75	chalr

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation For Bid.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder: International Building Service				
Address of Bidder: 2356 Glenda Lane, Dallas TX 75229				
Telephone Number: <u>972-241-1234</u> Fax: <u>972-241-1376</u>	3			
E-mail address: <u>customercare@lbsbulldingservice.com</u>				
By: Paul T Eaton (print	កឧពេទ)	Cash	Discount	Terms <u>:</u>
Title: <u>Director of Business Development</u>	_Fede	ral ID 75	5-2777263 ‡	#/SSN #:
Signature: Baul J. Eaton		_		
Acknowledgement of Addenda: #1 x #2 x #3	#4	#5		

Supplemental Information

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

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SS(S.	es to the greatest extent possi To assist us in our record keep d be utilizing in this bid, and note	ble in the procurement of good ping, please list below the name the monetary involvement:	ds, equipment, services and cons es of the minority or woman-own	structio
SS	es to the greatest extent possi	ible in the procurement of good	is, equipment, services and cons	structio
he	policy of the City of Frisco	to involve small businesses	and qualified minority/women	-nwn=
_		VOMAN-OWNED BUSINESS PA	RTICIPATION	
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	TAT / A	10 May 1400 Aug 100	<u> </u>	
	Name and address of principa	al place of business, and phor	ne number of your company's m	najority
_				

AFFIDAVIT OF NO PROHIBITED INTEREST

(Supplemental Information)

- (1) (WE), the undersigned declare and affirm that no person or officer in (my) (our) firm, business, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter.
- (1) (WE) further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor: Initial Building Maintenance Services, Inc. dba International Building Service				
Title of Officer: President				
Signature of Contractor:				
Date: 21 July 2008				
ACKNOWLEDGMENT				
STATE OF TEXAS *				
COUNTY OF COLLIN *				
BEFORE ME, the undersigned authority, on this day personally appeared, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of for the purposes and consideration therein expressed and in the capacity therein stated.				
GIVEN under my hand and seal of office this the day of 2008.				
Signature of Notary Public in and for the State of Texas STAM Notary Public STATE OF TEXAS My Comm. Exp. Mar. 27, 2012				

Page 13 of 47

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development. Is your firm? 1. Sole Proprietorship NO 2. Partnership NO 3. Corporation NO If company is a sole proprietorship, list the owner's full legal name: If company is a partnership, list the partner's full legal name(s): If company is a corporation, list the full legal name as listed on the corporate charter: Initial Building Maintenance Services, Inc. dba International Building Service Is this firm a minority, or woman-owned business enterprise? _NO √ YES If yes, specify (√) MBE (__) WBE Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? ____ NO __√_ YES If yes, specify governmental agency: NCTRCA CERTIFICATION NO. PMMB36618Y0209 Date of certification: FEBRUARY 2008

	CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entit	FORM CIQ
	This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	OFFICE USE ONLY Date Received
1	Name of person doing business with local governmental entity. Kimberly Roberts, President, IBS	
2	Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authorise of the year for which an activity described in Section 176.006(a), Local Government Code, is pendusiness day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	nority not later than September ding and not later than the 7th
3	Name each employee or contractor of the local governmental entity who makes recomm government officer of the governmental entity with respect to expenditures of money A business relationship. None	endations to a local ND describe the affiliation or

	A Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is fited AND describe the affiliation or business relationship.
l	None
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	Adaptett 11/00/2005

FORM CIQ

Page 2

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

This section, item 6 including subparts A, B, C & D, must be completed for each officer with whom the filer has effiliation or other relationship. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? Yes No B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? Yes No C. Is the filer of this questionnaire efficieted with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes No D. Describe each affiliation or business relationship.	5	Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.
B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? Yes No C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes No		This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.
C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes No	٠	A. is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? Yes No
as an onicer or director, or noids an ownership of 10 percent or more? LI Yes LI No		B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? Yes No
D. Describe each affiliation or business relationship.	•	C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? No
		D. Describe each affiliation or business relationship.

Signature of person-daing business with the governmental entity

21 July 2008

Date

Adopted 11/02/2005

BIDDER REMINDER LIST:
REQUESTED DOCUMENTATION INCLUDED?
ORIGINAL AND ONE (1) COPY INCLUDED?
ALL BLANKS COMPLETED ON THIS BID FORM?
COMPLETED COMPANY PROFILE/REFERENCES?
COMPLETED SIGNATURE?

ACORD. CERTIFICATE OF LIABILITY IN							JRANCE	CP ID OK	DATE (MM/DD/YYYY)			
F 5	FRODUCER THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE Frost Insurance - Dallas Frost Insurance - Dallas HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.											
E	hon	e: 214-515		аж: 2	14-515-4199	INSURERS A	INSURERS AFFORDING COVERAGE					
IN	GUREC					INSUREA A:	MSURER A: Depositors Insurance					
		Servi	ces. Inc.	di	Maintenance	INSURER 6:	MSURER 6: Allied Property & Consulty Ion					
		Trren	national Elenda La	Buil.	Iding Service	INSURER C:						
		Dalla	TX 7522	9		INSURER D.						
Ci	OVER	AGES				INSURER E.						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.												
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							SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN					
							NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL					
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			TX 75034	_	į	J. D. Matikews E						
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or after the coverage afforded by the policies listed thereon.

ACORD 25 (2001/08)

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THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.												
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ACORD 25 (2001/08) INS026 (0100).06

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